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*Commonwealth of the Northern Mariana Islands,
and Pamela Brown, personally and in her
official capacity as the Attorney General for the
Commonwealth of the Northern Mariana Islands*

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

ROSARIO DLG KUMAGAI,

Plaintiff,

vs.

PAMELA BROWN, a.k.a. PAMELA BROWN
BLACKBURN, personally and in her official
capacity as the Attorney General for the
Commonwealth of the Northern Mariana Islands;
FERMIN M. ATALIG, personally and in his
official capacity as the Secretary of Finance;
COMMONWEALTH OF THE NORTHERN
MARIANA ISLANDS; MARIA LOURDES
SEMAN ADA, personally and in her official
capacity as the Executive Director for the
Commonwealth Development Authority;
COMMONWEALTH DEVELOPMENT
AUTHORITY; BANK OF GUAM; and JOHN
DOES ONE thru TEN,

Defendants.

CIVIL ACTION NO. 05-0037

**REPLY OF DEFENDANTS PAMELA
BROWN AND THE COMMONWEALTH
OF THE NORTHERN MARIANA
ISLANDS TO OPPOSITION TO THEIR
MOTION TO DISMISS**

Hearing Date: March 6, 2006
Hearing Time: 1:30 p.m.
Judge: Hon. Alex R. Munson

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I. INTRODUCTION

This is the reply of Defendants, Commonwealth of the Northern Mariana Islands ("CNMI") and Pamela Brown ("Brown"), Attorney General of the CNMI, in her official and individual capacities, to Plaintiff's Opposition to Motion to Dismiss filed on March 2, 2006 ("Opp. Mem.").¹

II. ARGUMENT

A. FEDERAL CLAIMS

1. 42 U.S.C. § 1983.

a) Claim barred against CNMI officers in their official capacity.

Plaintiff concedes the federal claims cannot and are not being brought against the Commonwealth of Northern Mariana Islands and Pamela Brown, in her official capacity. *See* Opp. Mem. at 1.

b) Failure to allege a constitutional violation.

i) No Due Process Violation.

In response to Defendants' argument she failed to state a constitutional violation under § 1983 because her claim is, at most, a breach of contract claim not cognizable under § 1983, *see* Def. Mem. at 4-6, Plaintiff contends her "§ 1983 claim involves more than just a breach of her Settlement Agreement with MPLA." Opp. Mem. at 6. Plaintiff characterizes her due process as arising out of "how [her] claim was handled and treated by Defendants CNMI and Brown in light of their handling and treatment of land compensation claims by other similarly-situated wetland owners." *Ibid.* "To be clear, it is the handling and the treatment of her claim by both Defendant CNMI and Brown that gave rise to Plaintiff's § 1983 [sic]." *Ibid.* She then distills her right by stating "her claim was subjected to 'wholly arbitrary and irrational actions' of both Defendants CNMI and Brown." *Ibid.*

Clearly, however, Plaintiff's "claim" is based on the delay of payment under the Settlement Agreement. *See* Def. Mem. at 4-6; *id.* at 7 (release in Settlement Agreement precludes claim for property and indicates Plaintiff's right to compensation clearly arose out of the Settlement Agreement and are not based on any other theory of compensation). As Plaintiff argues with respect to the statute

¹ References to Defendant's Memorandum in Support of Motion to Dismiss, filed on December 29, 2005, will be abbreviated hereinafter as follows: "Def. Mem."

1 of limitations, "Plaintiff's § 1983 claim came about as a result of the Settlement Agreement with
 2 MPLA." Opp. Mem. at 7. According to Plaintiff, her "§ 1983 claim in this case arose out of the
 3 handling and treatment she received relative to her Settlement Agreement in light of the other
 4 similarly-situated wetland owners." Opp. Mem. at 7-8.

5 Plaintiff further contends she "had a right to 'due process' in the handling of her wetland
 6 compensation claim. That is, her claim should not have been subjected to 'wholly arbitrary and
 7 irrational actions' by both Defendant CNMI and Brown." Opp. Mem. at 6.² She states that "Plaintiff,
 8 in support of her § 1983 claim, has allege [sic] sufficient facts to support the same in that her claim was
 9 subjected to 'wholly arbitrary and irrational actions' of both Defendants CNMI and Brown." *Ibid.* This
 10 is simply insufficient.

11 First, "[t]here is no general liberty interest in being free from capricious government action."
 12 *Squaw Valley Development Co. v. Goldberg*, 375 F.3d 936, 949 (9th Cir. 2004) (quoting *Nunez v. City*
 13 *of Los Angeles*, 147 F.3d 867, 873 (9th Cir.1998)).

14 Second, to establish a substantive due process claim, a plaintiff must allege arbitrary acts that
 15 "shock the conscience" of the court. "[T]he touchstone of due process is protection of the individual
 16 against arbitrary action of the government,' whether the fault lies in a denial of fundamental procedural
 17 fairness, or in the exercise of power without any reasonable justification in the service of a legitimate
 18 governmental objective. . . ." *County of Sacramento v. Lewis*, 523 U.S. 833, 845 (1998) (citations
 19 omitted). With respect to abusive executive action, the Supreme Court cases "have repeatedly
 20 emphasized that only the most egregious official conduct can be said to be 'arbitrary in the
 21 constitutional sense. . . ." *Id.* at 846. Thus, the standard has been set, as observed by the Court: "To
 22 this end, for half a century now we have spoken of the cognizable level of executive abuse of power
 23 as that which shocks the conscience." *Ibid.* The "substantive component of the Due Process Clause
 24 is violated by executive action only when 'it can properly be characterized as arbitrary, or conscience
 25 shocking, in a constitutional sense.' While the measure of what is conscience shocking is no calibrated

27 ² In her opposition, Plaintiff continues to allege violations by the CNMI with respect to the
 28 federal claims. This is inconsistent with her recognition that the CNMI is not being sued under § 1983
 or § 1985.

yard stick, it does, as Judge Friendly put it, ‘poin[t] the way.’” *Ibid.* (citations omitted). As recently summarized by the Second Circuit:

To prevail when challenging executive action that infringes a protected right, a plaintiff must show not just that the action was literally arbitrary, but that it was “arbitrary in the constitutional sense,” *Collins v. City of Harker Heights*, 503 U.S. 115, 128, 112 S.Ct. 1061, 117 L.Ed.2d 261 (1992). Mere irrationality is not enough: “only the most egregious official conduct,” conduct that “shocks the conscience,” will subject the government to liability for a substantive due process violation based on executive action. *County of Sacramento*, 523 U.S. at 846, 118 S.Ct. 1708.

O’Connor v. Pierson, 426 F.3d 187, 203 (2nd Cir. 2005); *see also Montgomery v. Stefaniak*, 410 F.3d 933, 939 (7th Cir. 2005) (“The scope of substantive due process is very limited and protects plaintiffs only against arbitrary government action that ‘shocks the conscience.’”) (citation omitted).

The bringing of the CHC lawsuit to collect monies owing the Commonwealth Health Center and MPLA lawsuit to challenge payments of public monies alleged to be unauthorized by the law hardly rise to conduct that is arbitrary or irrational, much less conduct that “shocks the conscience.” Plaintiff has failed to make out a claim for violation of her due process rights.

ii) Taking claim not actionable.

In response to Defendants’ argument that a taking claim was not actionable, *see* Def. Mem. at 6-7, Plaintiff, as noted previously, refines her claim to one based on the MPLA Settlement Agreement and the delay in payments under that agreement. *See* Def. Mem. at 7-8. As such, there is simply no taking claim.

iii) No equal protection violation.

Plaintiff’s response to Defendants’ argument that there was no equal protection violation, *see* Def. Mem. at 7-9, is first that she was in a limited class of landowners who owned wetlands taken by Defendant CNMI. Opp. Mem. at 8. She then inappositely recites the standard applicable to suits alleging violations of the Equal Protection Clause based upon intentional or purposeful discrimination against a plaintiff “based upon membership in a protected class.” Opp. Mem. at 8-9 (quoting *See Lee v. City of Los Angeles*, 250 F.3d 668, 686 (9th Cir. 2001)). She concludes, somewhat inconsistently with her prior assertion, that she was a “member of an identifiable class of persons entitled to be compensated for the taking of her wetland property and that she was treated differently than the other

1 class members similarly situated. . . .” Opp. Mem. at 9. Obviously, her claim is not a multi-member
 2 class discrimination claim, but is, rather based on a “class of one.” See Def. Mem. at 7. With respect
 3 to a “class of one,” the plaintiff “still bears the burden of proving that she ‘has been intentionally
 4 treated differently from others similarly situated and that there is no rational basis for the difference
 5 in treatment.’” *Thornton v. City of St. Helens*, 425 F.3d 1158, 1168 (9th Cir. 2005) (quoting *Sea River*
 6 *Maritime Financial Holding, Inc. v.* 309 F.3d 662, 679 (9th Cir. 2002)). See Def. Mem. at 7.

7 The rational basis test applies to her equal protection claim. The essence, in fact the sole basis,
 8 of Plaintiff’s claim is that only the Plaintiff and one other person, a wetland owner, were subject to the
 9 MPLA suit to enjoin the payment of monies that were alleged to be in violation of Commonwealth law,
 10 not only with respect to the compensability of wetland takings but also with respect to the valuation
 11 of the properties. See Def. Mem. at 8-9 & n.2. Plaintiff cannot assume, as she does, that “disparate
 12 is always irrational or motivated by discrimination.” *The Fishing Company of Alaska v. U.S.*, 195
 13 F.Supp.2d 1239, 1254 (W.D. Wash. 2002).

14 Because Plaintiff’s Complaint lacks any factual allegations to support a claim that Defendants
 15 did not have a rational basis, Plaintiff’s equal protection claim under § 1983 fails and must be
 16 dismissed under FRCP 12(b)(6).

17 **c) Section 1983 claim barred by qualified immunity.**

18 At this stage, Defendant Brown’s claim to qualified immunity is based on Plaintiff’s failure to
 19 allege a violation of a constitutional right. See Def. Mem. at 9. Plaintiff’s response launches into a
 20 broad discussion of qualified immunity. See Opp. Mem. at 9-11.

21 **d) Section 1983 claim barred by absolute immunity.**

22 Plaintiff’s response to Defendant Brown’s argument that the § 1983 claim cannot be maintained
 23 against her in her personal capacity under the doctrine of absolute immunity as announced in *Fry v.*
 24 *Melaragno*, 939 F. 2d 832, 837 (9 th Cir. 1991), see Def. Mem. at 10, does not distinguish the cases
 25 on which Defendant Brown relied or otherwise detract from the absolute immunity she has for actions
 26 during and in furtherance of the litigation in the Commonwealth Superior Court. For example, Plaintiff
 27 states Defendant Brown never performed any functions that could be intimately associated with the
 28 judicial process, noting the irrelevant fact that “at no time, did she ever showed [sic] up in the CNMI

1 Superior Court to perform any ‘function’ intimately associated with said lawsuit.” Opp. Mem. at 13.
2 This statement belies Plaintiff’s entire concept that Defendant Brown was responsible for the bringing
3 of the lawsuit, which, in itself, is sufficient to invoke absolute immunity. *See Spears v. Town of West*
4 *Hartford*, 954 F.2d 63, 66 (2nd Cir. 1992) (high executive official authorizing civil lawsuit entitled to
5 absolute immunity). Plaintiff attempts to distinguish *Bly-Magee v. California*, 236 F.3d 1014,
6 1018 (9th Cir. 2001), a suit against a former attorney general, on the ground that Defendant Brown’s
7 duty to represent the Commonwealth “did not and cannot include a violation of § 1983.” Opp. Mem.
8 at 13. This proposition would, of course, eviscerate the doctrine of absolute immunity, since an official
9 charged with violating § 1983 would never have absolute immunity - which is clearly not the law.

10 Here, and elsewhere in her Opposition, Plaintiff does challenge Defendant Brown’s authority
11 to bring the MPLA lawsuit. *See* Opp. Mem. at 14. The issue of the authority of the Commonwealth
12 Attorney General to bring lawsuits on behalf of the Commonwealth, an “ex rel. one” as Plaintiff
13 characterizes it, *see ibid.*, was addressed by the Superior Court in *Commonwealth of the Northern*
14 *Mariana Islands ex rel. Pamela Brown, Attorney General v. Ana Demapan-Castro, et al.*, Civil Action
15 No. 04-0563, Order Denying Various Motions to Dismiss, With Some Treated As Motions For
16 Summary Judgment (“Order”) (N.M.I. Super. Ct. March 25, 2005) (Lizama, J.).

17 In this case land had been judicially condemned in 1978 with an award of \$3,682.30 which was
18 to be deposited in a bank account was not disbursed and had apparently been lost. In June of 2004 a
19 former owner of the condemned land made a presentation to the MPLA asking for \$3,450,000 for the
20 land based on a value of \$500.00 per square meter as of 1991. There were substantial questions about
21 the appraisal (e.g. why the an appraisal date of 1991 was selected), but the MPLA voted to approve
22 the claim. A requisition was issued, and a meeting held at the Office of the Governor at which it was
23 decided, with the MPLA and CDA concurring and the Attorney General objecting, that the \$3,450,000
24 be disbursed. The Attorney General sued to enjoin the disbursement of the funds.

25 The defendants moved to dismiss arguing, *inter alia*, that the Attorney General lacked authority
26 to bring the suit because it was not approved by the Governor. Order at 15. The court held that “the
27 Attorney General has the power, both at common law and under N.M.I. Const. art. III, § 11, to bring
28 suit as a relator on behalf of the Commonwealth. In other words, her power is not solely derivative

1 of the Governor's executive authority." Order, at 15.

2 Adverting to 7 CMC § 3401 regarding the rules of the common law as rules of decision in the
3 courts of the Commonwealth, the court noted that "[i]n the United States, the common law has
4 provided authority for attorneys general to bring actions on behalf of the sovereign." Order, at 15. The
5 court held that "[i]n the Commonwealth, there is no specific constitutional provision or legislative
6 enactment limiting the scope of the attorney general's power." Order at 16. In language equally
7 applicable to our case, the court held that "the instant suit, directed as it is at preventing an act by
8 MPLA that the plaintiff alleges is an illegal expenditure of public funds, is well within the ordinary
9 power of an attorney general to bring, with or without the permission of some other Commonwealth
10 'department or officer.'" Order at 16 (citing *Minnesota ex rel. Hatch v. Am. Family Mut. Ins.*, 609
11 N.W.2d 1, 3 (Minn. Ct. App. 2000)).

12 The court further held that the Attorney General had sufficient power under the Constitution
13 to bring the lawsuit. Order at 16-17. The court noted that "[t]he office of Attorney General is one of
14 the few executive branch offices mentioned by name in our Commonwealth Constitution," Order at
15 16, and that "[t]he Constitution specifically makes the attorney general responsible for 'prosecuting
16 violations of Commonwealth law.'" Order at 16 (citing N.M.I. Const. art. III, § 11). This term, the
17 court held, "includes not only criminal but also civil violations of the law." *Ibid.* "Thus, the
18 Constitution grants the attorney general independent power to initiate criminal and civil lawsuits to
19 uphold Commonwealth law, as the plaintiff alleges is being done in this case." *Ibid.* The court
20 concluded by holding "that the attorney general does not need the permission of the governor, or any
21 other cabinet officer, to prosecute violations of the law, and need not cease such prosecutions if the
22 governor disapproves." *Ibid.*

23 In the light of common sense and *Demapan-Castro*, the authority and duty of the Attorney
24 General to bring the MPLA lawsuit is beyond peradventure, and the Attorney General in preparing,
25 deciding to bring, and in prosecuting such lawsuits should have and does have absolute immunity.

26 **2. No Claim Stated Under 42 U.S.C. § 1985(3).**

27 Plaintiff as much as concedes she has not stated a claim under 42 U.S.C. § 1985(3) by arguing
28

1 only a general animus is to or “can” be inferred from the acts alleged.³ Opp. Mem. at 14-15. This
 2 simply does not satisfy the requirement that a plaintiff under § 1985(3) must show “that ‘some racial,
 3 or perhaps otherwise class-based, invidiously discriminatory animus [lay] behind the conspirators’
 4 action” *Bray v. Alexandria Women’s Health Clinic*, 506 U.S. 263, 268 (1993) (quoting
 5 *Breckenridge*, 403 U.S. at 102); *see also* Def. Mem. at 11-12.

6 As an alternative, she argues that at a minimum she has alleged a conspiracy under § 1983.
 7 Opp. Mem. at 15. However, Plaintiff has not alleged a conspiracy under § 1983, and any motion
 8 dealing with a § 1983 conspiracy would have to wait her motion for leave to amend, if any. Under the
 9 present Complaint, Plaintiff has failed to state a claim for conspiracy under § 1985(3).

10 For the reasons stated above and in Defendants’ Memorandum in support of their motion to
 11 dismiss, Plaintiff’s federal claims against Defendant Brown must be dismissed pursuant to FRCP
 12 12(b)(6).

13 **B. COMMONWEALTH (STATE) LAW CLAIMS.**

14 **1. Sovereign Immunity - CNMI and Defendant Brown in her Official Capacity.**

15 The Commonwealth and Defendant Brown are immune under 7 CMC § 2204(b) from
 16 Plaintiff’s claims for abuse of process and malicious prosecution. In her official capacity Defendant
 17 Brown is also immune under § 2204 from Plaintiff’s claims for intentional interference with
 18 contractual rights and intentional interference with economic relations. Plaintiff does not address
 19 Defendants’ argument concerning the applicability of 2204(b) to these claims except for a rather
 20 crabbed textual argument, *see* Opp. Mem. at 16-17, which is dealt with in Defendants’ opening
 21 memorandum. *See* Def. Mem. at 13-14. Her citation to *He Guo Quiong v. CNMI, et al.*, with respect
 22 to Defendant Brown’s immunity in her official capacity, *see* Opp. Mem. at 17, is inapposite as that case
 23 dealt with a defendant sued in her personal capacity.

24 **2. Absolute Immunity - Defendant Brown in her Personal Capacity.**

25 Defendant Brown has common law absolute immunity from Plaintiff’s Commonwealth law
 26 claims. *See* Def. mem. at 14-15. Plaintiff’s argument in this respect, as does Defendants’, to a degree,

27
 28 ³ Defendant Brown does not concede that any animus can be inferred from the alleged acts,
 but this is irrelevant to the question of whether Plaintiff has stated a claim under § 1985(3).

1 reverts back to the prior argument of absolute immunity under § 1983, *see* Opp. Mem. at 17, but does
2 not vitiate the common law basis for Defendant Brown's absolute immunity. Plaintiff also reasserts
3 her argument that Brown clearly acted outside the scope of her official authority. *See* Opp. Mem. at
4 18. However, as discussed previously in this Memorandum, the Attorney General had the authority
5 to bring the MPLA lawsuit to enforce the laws of the Commonwealth as part of her official duties.
6 Thus, as Attorney General acting within the scope of her authority, Defendant Brown is entitled to
7 absolute immunity in this case under the common law and the RESTATEMENT (SECOND) OF TORTS
8 § 895D.

9 **3. Common Law Conspiracy.**

10 In arguing that common law conspiracy is available under Commonwealth law, Plaintiff does
11 not attempt to distinguish *I.G.I. Gen. Contractor & Dev.m Inc. v. Public School Sys.*, 1999 MP 12 ¶
12 12, 5 N.M.I. 250, 252 (N.M.I. 1999), cited and discussed at page 16 of Defendants' Memorandum in
13 Support of Motion to Dismiss for the proposition that the tort of conspiracy is not recognized in the
14 Commonwealth. Plaintiff, rather, reverts to her arguments regarding the federal conspiracy claims,
15 *see* Opp. Mem. at 18-19, which are irrelevant to the question of whether the tort of conspiracy is
16 recognized under Commonwealth law.

17 **4. Abuse of Process.**

18 Plaintiff entirely misses the point in contending she stated a claim for abuse of process.
19 *See* Opp. Mem. at 19-20. To reiterate the argument at pages 16-17 of Defendants' Memorandum, for
20 an abuse of process claim to lie, there must be use of the process for an immediate purpose other than
21 that for which it was designed and intended. *See* Def. Mem. at 16-17. There is simply no allegation
22 that Brown's or the CNMI's actions in bringing the lawsuits to enjoin payment to Plaintiff under the
23 Settlement Agreement were brought for any other purpose than to enjoin payment. *See* Def. Mem. at
24 17.

25 **5. Malicious Prosecution.**

26 Plaintiff has failed to state a claim for wrongful use of civil proceedings, inaccurately cast in
27 terms of malicious prosecution in the Complaint. *See* Def. Mem. at 17; Opp. Mem. at 21. Plaintiff
28 repeats her allegations that the MPLA lawsuit was filed for the purpose of continuing to deny Plaintiff

her land compensation. Opp. Mem. at 21. As pointed out in Defendants' motion, these allegations amount to a claim that the lawsuit was initiated for the purpose of enjoining payment under the Settlement Agreement, which it was, and fall short of alleging, as required under *Mitchell v. Estate of Hillblom*, 1997 MO 30 ¶ 2, 5 N.M.I. 136, 137 (N.M.I. 1997), that the suit against Plaintiff was for "a purpose other than securing the proper adjudication of the claim in which the proceedings were based." Def. Mem. at 18.

With respect to Defendants' argument the claim is not ripe, Defendants note that on February 10, 2006, the Superior Court in Civil Action No. 05-0332E granted co-defendant Nicholas' motion for summary judgment or ordered the CDA to pay her compensation under the Land Compensation Act.

6. Breach of Duty of Good Faith and Fair Dealing.

In opposition to Defendants' argument that exclusive jurisdiction over the breach of the duty of good faith and fair dealing claims is in the Commonwealth Superior Court, Plaintiff argues textually that 7 CMC § 2251 does not require "that the Commonwealth Trial Court be the only venue to litigate such claim." Opp. Mem. at 21. Plaintiff refers the Court to 7 CMC § 2251 parenthetically quoting the statute as follows: "[A]n action upon the following claims **may be** brought against the Commonwealth in the Commonwealth Trial Court." Opp. Mem. at 21 (quoting 7 CMC § 2251) (emphasis added by Plaintiff). However, the full quotation of this portion of § 2251, as set forth in Defendants' Memorandum is as follows:

Except as provided in article 1 of this chapter (commencing with 7 CMC § 2201), action upon the following claims may be brought against the Commonwealth in the Commonwealth Trial Court which shall have exclusive jurisdiction thereof.

7 CMC § 2251 (emphasis added).

Contrary to Plaintiff's argument, § 2251 vests exclusive jurisdiction over contract claims against the CNMI in the Superior Court.

7. Intentional Interference with Contractual Rights and Intentional Interference with Economic Relations.

Plaintiff does not dispute the standards for claims for intentional and negligent infliction of emotional distress set forth at pages 23-25 of Defendants' Memorandum. In a nutshell, to survive the motion to dismiss under Rule 12(b)(6) "a plaintiff must allege behavior that is extremely outrageous."

1 *Coors Brewing Co. v. Floyd*, 978 P.2d 663, 665 (Colo. 1999). Although Defendants thought they
 2 detailed the acts alleged by Plaintiff, *see* Def. Mem. at 24-25, Plaintiff asserts the “Defendants are
 3 careful and cautious enough not to even discuss their own conducts [sic] in having allowed similarly-
 4 situated wetland owners to be paid while denying Plaintiff her land compensation, including abusing
 5 the judicial process of the Commonwealth to further deny Plaintiff her land compensation.” Opp.
 6 Mem. at 23-24. Plaintiff says the reason for this omission, *see* Opp. Mem. at 24 (“The reason being.
 7 . . .”), is that “when one views the actions taken against Plaintiff in this case by Defendants CNMI and
 8 Brown, in light of their own actions towards these other similarly-situated wetland owners, the
 9 ‘extremely egregious’ nature of their actions towards Plaintiff comes to light.” Opp. Mem. at 24.
 10 Plaintiff’s observation simply does not evidence “extremely outrageous” acts, *Coors Brewing Co. v.*
 11 *Floyd*, 978 P.2d at 665, or conduct “so outrageous in character, and so extreme in degree, as to go
 12 beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a
 13 civilized community,” *Dillon v. City of New York*, 704 N.Y.S.2d 1, 7-8 (N.Y. App. Div. 1999) (internal
 14 quotation marks omitted); *see generally* Def. Mem. at 23-24, on the part of Defendants, as is required
 15 to state a claim for intentional or negligent infliction of emotional distress


16 III. CONCLUSION

17 For the reasons set forth in Defendants’ Memorandum in support of their motion to dismiss and
 18 the reasons discussed above, Plaintiff’s federal and state claims against Defendants CNMI and Brown
 19 should be dismissed under FRCP 12(b)(6).

20 Respectfully submitted,

21 CIVILLE & TANG

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 24 Date: March 1, 2006

By: 
 G. PATRICK CIVILLE
 Attorney for Defendants
 Commonwealth of the Northern Mariana Islands,
 and Pamela Brown, personally and in her
 official capacity as the Attorney General for the
 Commonwealth of the Northern Mariana Islands